



Pullman Leasing Company

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

May 25, 1988

Interstate Commerce Commission
Office of Recordation
Room 2303
12th & Constitution Avenue
Washington, D.C. 20423

Re: Filing
Supplemental Agreement No. 17
Dated as of August 15, 1987
Equipment Trust Agreement
Dated as of April 1, 1973
(Series 4)

RECORDATION NO. 7010-R Filed 2303

MAY 31 1988 - 10 02 AM

INTERSTATE COMMERCE COMMISSION

Date 5/31/88
Fee \$ 16.00

Washington, D. C.

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement (hereinafter referred to as the "Supplement") dated as of April 1, 1988 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of April 1, 1973 between The Chase Manhattan Bank (National Association), as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on April 30, 1973 and was assigned Recordation Number 7010.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement dated as of September 30, 1986 was filed with the Commission on April 19, 1988 and was assigned Recordation No. 7010-R.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Signal Capital Corporation, formerly known as Pullman Leasing Company, Pullman Rail Leasing Inc. and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefore other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$15.00 as the fee for recording the Supplement.

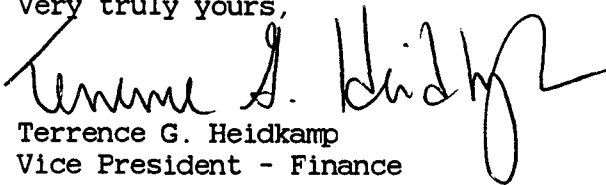


ICC - Office of Recordation
May 25, 1988
Page Two

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to me in the enclosed self-addressed stamped envelope as soon as possible.

If you have any questions concerning this request, please call me collect.

Very truly yours,



Terrence G. Heidkamp
Vice President - Finance

TGH:pn

Enclosures

RECORDATION NO. 7010-8 FILE NO. 2285

MAY 31 1988 - 10 55 AM

EXECUTED IN 6 COUNTERPARTS
COUNTERPART NO. 4

INTERSTATE COMMERCE COMMISSION

PULLMAN TRANSPORT LEASING COMPANY
EQUIPMENT TRUST
(Series 4)

SUPPLEMENTAL AGREEMENT NO. 17

Dated as of April 1, 1988

TO

THE EQUIPMENT TRUST AGREEMENT

Dated as of April 1, 1973

BY AND BETWEEN

The Chase Manhattan Bank
(National Association)
Trustee

AND

Pullman Transport Leasing Company

SUPPLEMENTAL AGREEMENT NO. 17
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 4)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of April 1, 1988 by and between The Chase Manhattan Bank (National Association), a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), and Signal Capital Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "the Company").

WHEREAS, the Trustee and Pullman Transport Leasing Company, entered into an Equipment Trust Agreement, dated as of April 1, 1973, and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, Pullman Rail Leasing Inc., formerly known as Pullman Transport Leasing Company, and the Company, formerly known as Pullman Leasing Company, entered into a Supplemental Agreement dated as of February 26, 1981 whereby the Company assumed as primary obligor, jointly and severally with Pullman Rail Leasing Inc., pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, the Trustee, Pullman Rail Leasing Inc., and the Company entered into a Supplemental Agreement dated as of September 30, 1986 whereby the Company assumed as sole obligor the prompt payment of principal and interest on the Trust Certificates and the due and principal performance and observance of all of the terms, covenants and conditions of the Equipment Trust Agreement to be kept and performed by Pullman Rail Leasing Inc.; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 4.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 4.07 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, in accordance with Section 4.10 of the Equipment Trust Agreement, the Company has requested that the Trustee permit the Company to change the identification mark and car numbers of units of the Trust Equipment; and

WHEREAS, Section 7.06 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 7.06 of the Equipment Trust Agreement; the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement No. 1 dated as of September 1, 1974; Supplemental Agreement No. 2 dated as of January 21, 1976; Supplemental Agreement No. 3 dated as of June 10, 1976; Supplemental Agreement No. 4 dated as of November 1, 1977; Supplemental Agreement No. 5 dated as of March 13, 1979; Supplemental Agreement No. 6 dated as of December 4, 1979; Supplemental Agreement No. 7 dated as of March 11, 1980; Supplemental Agreement No. 8 dated as of June 12, 1980; Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 9 dated as of May 15, 1981; Supplemental Agreement No. 10 dated as of July 15, 1982; Supplemental Agreement No. 11 dated as of June 20, 1983; Supplemental Agreement No. 12 dated as of March 1, 1984; Supplemental Agreement No. 13 dated as of May 1, 1985; Supplemental Agreement No. 14 dated as of May 15, 1986; Supplemental Agreement No. 15 dated as of September 30, 1986; and Supplemental Agreement No. 16 dated as of August 15, 1987; and

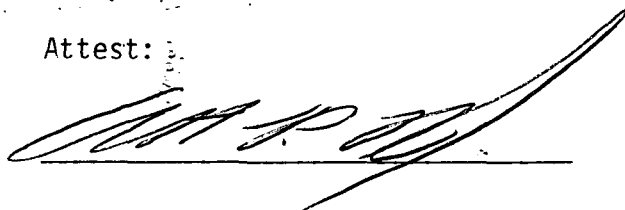
WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed and to permit the remarking and renumbering of the units of the Trust Equipment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1986. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 4.07 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.
3. Attached hereto as Schedule C is a list which shows the present identification mark and car numbers for units of the Trust Equipment and the new identification mark and car numbers which will be substituted.
4. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

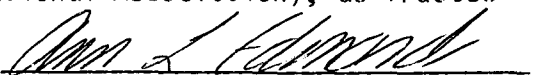
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:



The Chase Manhattan Bank
(National Association), as Trustee

By:



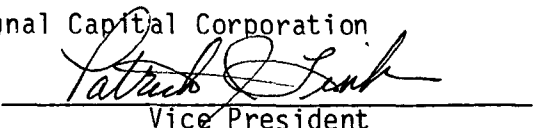
Attest:



Assistant Secretary

Signal Capital Corporation

By:



Vice President

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Della K. Benjamin, a Notary Public in and for such county and state, do hereby certify that Ann L. Edmonds, personally known to me to be Vice President of The Chase Manhattan Bank, (National Association), and Albert P. Marx, Jr., personally known to me to be Assistant Secretary of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of May, 1988.

Della K. Benjamin
Notary Public

DELLA K. BENJAMIN
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires April 30, 1989

STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF ROCKINGHAM)

I, Genise C. Emery, a Notary Public in and for such County and State, do hereby certify that Patrick J. Link, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and William G. Pellegrino, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of April, 1988.

Genise C. Emery
Notary Public

My commission expires 9/29/91

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 4)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
20	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 33012, 33019, 33020, 33021, 33022, 33027, 33047, 33059, 33068, 33069, 33084, 33091, 33101, 33220, 33254, 33327, 33470, 33480, 33508, 33510	\$357,792.87	\$125,531.80	4/73
42	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 33017, 33023, 33028, 33029, 33030, 33033, 33035, 33039, 33041, 33045, 33052, 33062, 33067, 33070, 33071, 33074, 33077, 33085, 33086, 33087, 33089, 33090, 33094, 33095, 33096, 33100, 33102, 33103, 33106, 33108, 33109, 33110, 33112, 33643, 33721, 33742, 33777, 33778, 33822, 33839, 33876, 33883	763,822.17	269,839.32	5/73

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 4)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
11	4750 cu. ft, 100-ton capacity covered hopper car	PTLX 33025, 33046, 33057, 33063, 33064, 33079, 33088, 33092, 33097, 33105, 33107	204,482.19	71,057.58	6/73
1	23,500 gal.coiled and insulated tank car	PTLX 223852	37,744.54	23,250.64	6/75
<u>74</u>	TOTAL		<u>\$1,363,841.77</u>	<u>\$489,679.34</u>	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 4)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
1	16,300 gal. tank car	TLDX 216035	\$ 20,112.86	\$ 5,933.29	9/68
23	16,300 gal. tank car	TLDX 216036, 216038, 216039 216042, 216044, 216045, 216046, 216047, 216048, 216049, 216050, 216051, 216052, 216053, 216054, 216055, 216056, 216058, 216059, 216063, 216064, 216065, 216066	477,354.94	145,115.92	12/68
1	16,300 gal. tank car	TLDX 216069	19,658.87	6,035.27	1/69
13	16,300 gal. tank car	TLDX 216115, 216116, 216117, 216118, 216119, 216120, 216121, 216122, 216123, 216124, 216125, 216126, 216127	260,607.12	92,515.54	5/70

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 4)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
8	16,300 gal. tank car	TLDX 216128, 216129, 216130 216131, 216132, 216133, 216134, 216135	163,509.00	58,536.22	6/70
25	16,300 gal. tank car	TLDX 216136, 216137, 216138, 216139, 216140, 216141, 216142, 216143, 216144, 216145, 216146, 216147, 216148, 216149, 216150, 216151, 216152, 216153, 216154, 216155, 216156, 216157, 216158, 216159, 216160	517,113.63	186,678.03	7/70
<u>71</u>	TOTAL		<u>\$1,458,356.42</u>	<u>\$494,814.27</u>	

SCHEDULE C
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 4)

<u>Old Car Number</u>	<u>New Car Number</u>	<u>Old Car Number</u>	<u>New Car Number</u>
KCS 306002	PTLX 31881	KCS 306436	PTLX 31924
KCS 306011	PTLX 31882	KCS 306444	PTLX 31925
KCS 306029	PTLX 31883	KCS 306452	PTLX 31926
KCS 306037	PTLX 31884	KCS 306461	PTLX 31927
KCS 306045	PTLX 31885	KCS 306479	PTLX 31928
KCS 306053	PTLX 31886	KCS 306487	PTLX 31929
KCS 306061	PTLX 31887	KCS 306495	PTLX 31930
KCS 306070	PTLX 31888	KCS 306509	PTLX 31931
KCS 306088	PTLX 31889	KCS 306517	PTLX 31932
KCS 306096	PTLX 31890	KCS 306525	PTLX 31933
KCS 306100	PTLX 31891	KCS 306533	PTLX 31934
KCS 306118	PTLX 31892	KCS 306541	PTLX 31935
KCS 306126	PTLX 31893	KCS 306550	PTLX 31936
KCS 306142	PTLX 31895	KCS 306568	PTLX 31937
KCS 306151	PTLX 31896	KCS 306576	PTLX 31938
KCS 306169	PTLX 31897	KCS 306584	PTLX 31939
KCS 306177	PTLX 31898	KCS 306592	PTLX 31940
KCS 306185	PTLX 31899	KCS 306606	PTLX 31941
KCS 306193	PTLX 31900	KCS 306614	PTLX 31942
KCS 306207	PTLX 31901	KCS 306622	PTLX 31943
KCS 306215	PTLX 31902	KCS 306631	PTLX 31944
KCS 306223	PTLX 31903	KCS 306649	PTLX 31945
KCS 306240	PTLX 31905	KCS 306657	PTLX 31946
KCS 306258	PTLX 31906	KCS 306665	PTLX 31947
KCS 306266	PTLX 31907	KCS 306673	PTLX 31948
KCS 306274	PTLX 31908	KCS 306681	PTLX 31949
KCS 306282	PTLX 31909	KCS 306690	PTLX 31950
KCS 306291	PTLX 31910	KCS 306703	PTLX 31951
KCS 306304	PTLX 31911	KCS 306711	PTLX 31952
KCS 306312	PTLX 31912	KCS 306720	PTLX 31953
KCS 306321	PTLX 31913	KCS 306738	PTLX 31954
KCS 306339	PTLX 31914	KCS 306746	PTLX 31955
KCS 306347	PTLX 31915	KCS 306754	PTLX 31956
KCS 306355	PTLX 31916	KCS 306762	PTLX 31957
KCS 306371	PTLX 31918	KCS 306771	PTLX 31958
KCS 306380	PTLX 31919	KCS 306789	PTLX 31959
KCS 306398	PTLX 31920	KCS 306797	PTLX 31960
KCS 306401	PTLX 31921	KCS 306801	PTLX 31961
KCS 306410	PTLX 31922	KCS 306819	PTLX 31962
KCS 306428	PTLX 31923	KCS 306827	PTLX 31963

<u>Old Car Number</u>	<u>New Car Number</u>	<u>Old Car Number</u>	<u>New Car Number</u>
KCS 306843	PTLX 31965	KCS 307211	PTLX 33002
KCS 306851	PTLX 31966	KCS 307220	PTLX 33003
KCS 306878	PTLX 31968	KCS 307238	PTLX 33004
KCS 306886	PTLX 31969	KCS 307246	PTLX 33005
KCS 306894	PTLX 31970	PTLX 33116	S00 33116
KCS 306908	PTLX 31971	PTLX 33117	S00 33117
KCS 306916	PTLX 31972	PTLX 33119	S00 33119
KCS 306924	PTLX 31973	PTLX 33123	S00 33123
KCS 306932	PTLX 31974	PTLX 33129	S00 33129
KCS 306959	PTLX 31976	PTLX 33130	S00 33130
KCS 306967	PTLX 31977	PTLX 33133	S00 33133
KCS 306983	PTLX 31979	PTLX 33135	S00 33135
KCS 306991	PTLX 31980	PTLX 33137	S00 33137
KCS 307009	PTLX 31981	PTLX 33139	S00 33139
KCS 307025	PTLX 31983	PTLX 33143	S00 33143
KCS 307033	PTLX 31984	PTLX 33144	S00 33144
KCS 307041	PTLX 31985	PTLX 33145	S00 33145
KCS 307050	PTLX 31986	PTLX 33149	S00 33149
KCS 307068	PTLX 31987	PTLX 33152	S00 33152
KCS 307076	PTLX 31988	PTLX 33153	S00 33153
KCS 307084	PTLX 31989	PTLX 33160	S00 33160
KCS 307092	PTLX 31990	PTLX 33162	S00 33162
KCS 307106	PTLX 31991	PTLX 33167	S00 33167
KCS 307114	PTLX 31992	PTLX 33171	S00 33171
KCS 307122	PTLX 31993	PTLX 33175	S00 33175
KCS 307131	PTLX 31994	PTLX 33176	S00 33176
KCS 307149	PTLX 31995	PTLX 33178	S00 33178
KCS 307157	PTLX 31996	PTLX 33179	S00 33179
KCS 307165	PTLX 31997	PTLX 33181	S00 33181
KCS 307173	PTLX 31998	PTLX 33182	S00 33182
KCS 307181	PTLX 31999	PTLX 33184	S00 33184
KCS 307190	PTLX 33000	PTLX 33189	S00 33189
KCS 307203	PTLX 33001		

<u>Old Car Number</u>	<u>New Car Number</u>	<u>Old Car Number</u>	<u>New Car Number</u>
PTLX 33190	S00 33190	PTLX 33360	S00 33360
PTLX 33195	S00 33195	PTLX 33361	S00 33361
PTLX 33206	S00 33206	PTLX 33362	S00 33362
PTLX 33208	S00 33208	PTLX 33364	S00 33364
PTLX 33211	S00 33211	PTLX 33367	S00 33367
PTLX 33212	S00 33212	PTLX 33368	S00 33368
PTLX 33215	S00 33215	PTLX 33369	S00 33369
PTLX 33219	S00 33219	PTLX 33371	S00 33371
PTLX 33227	S00 33227	PTLX 33372	S00 33372
PTLX 33228	S00 33228	PTLX 33373	S00 33373
PTLX 33230	S00 33230	PTLX 33382	S00 33382
PTLX 33232	S00 33232	PTLX 33383	S00 33383
PTLX 33234	S00 33234	PTLX 33385	S00 33385
PTLX 33239	S00 33239	PTLX 33390	S00 33390
PTLX 33246	S00 33246	PTLX 33396	S00 33396
PTLX 33252	S00 33252	PTLX 33400	S00 33400
PTLX 33262	S00 33262	PTLX 33409	S00 33409
PTLX 33278	S00 33278	PTLX 33512	S00 33512
PTLX 33279	S00 33279	PTLX 33517	S00 33517
PTLX 33283	S00 33283	PTLX 33520	S00 33520
PTLX 33285	S00 33285	PTLX 33523	S00 33523
PTLX 33292	S00 33292	PTLX 33524	S00 33524
PTLX 33294	S00 33294	PTLX 33534	S00 33534
PTLX 33300	S00 33300	PTLX 33535	S00 33535
PTLX 33303	S00 33303	PTLX 33540	S00 33540
PTLX 33306	S00 33306	PTLX 33547	S00 33547
PTLX 33311	S00 33311	PTLX 33549	S00 33549
PTLX 33319	S00 33319	PTLX 33552	S00 33552
PTLX 33322	S00 33322	PTLX 33554	S00 33554
PTLX 33337	S00 33337	PTLX 33555	S00 33555
PTLX 33340	S00 33340	PTLX 33558	S00 33558
PTLX 33342	S00 33342	PTLX 33565	S00 33565
PTLX 33343	S00 33343	PTLX 33566	S00 33566
PTLX 33344	S00 33344	PTLX 33567	S00 33567
PTLX 33349	S00 33349	PTLX 33571	S00 33571
PTLX 33351	S00 33351	PTLX 33572	S00 33572
PTLX 33354	S00 33354	PTLX 33576	S00 33576
PTLX 33356	S00 33356	PTLX 33577	S00 33577
PTLX 33357	S00 33357	PTLX 33578	S00 33578
PTLX 33358	S00 33358	PTLX 33579	S00 33579

<u>Old Car Number</u>	<u>New Car Number</u>	<u>Old Car Number</u>	<u>New Car Number</u>
PTLX 33581	S00 33581	PTLX 33640	S00 33640
PTLX 33586	S00 33586	PTLX 33648	S00 33648
PTLX 33587	S00 33587	PTLX 33653	S00 33653
PTLX 33594	S00 33594	PTLX 33654	S00 33654
PTLX 33596	S00 33596	PTLX 33655	S00 33655
PTLX 33599	S00 33599	PTLX 33656	S00 33656
PTLX 33601	S00 33601	PTLX 33657	S00 33657
PTLX 33605	S00 33605	PTLX 33663	S00 33663
PTLX 33611	S00 33611	PTLX 33665	S00 33665
PTLX 33613	S00 33613	PTLX 33670	S00 33670
PTLX 33616	S00 33616	PTLX 33675	S00 33675
PTLX 33618	S00 33618	PTLX 33682	S00 33682
PTLX 33623	S00 33623	PTLX 33686	S00 33686
PTLX 33624	S00 33624	PTLX 33688	S00 33688
PTLX 33625	S00 33625	PTLX 33689	S00 33689
PTLX 33626	S00 33626	PTLX 33691	S00 33691
PTLX 33630	S00 33630	PTLX 33692	S00 33692
PTLX 33631	S00 33631	PTLX 33705	S00 33705
PTLX 33637	S00 33637	PTLX 33710	S00 33710
PTLX 33638	S00 33638	PTLX 35219	S00 35219